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Martinsburg, West Virginia 25401

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Winchester, Virginia 22601

March 27, 2019

Kenneth E. Webb, Jr.
Telephone — (304) 347-1737
Facsimile — (304) 347-1756

E-Mail Address:
kwebb@bowlesrice.com

Mark McGrew, Circuit Clerk
Circuit Court of Logan County
Logan County Courthouse
300 Stratton Street
Logan, West Virginia 25601

RECEIVED & FILED
2019 APR - 1 P 2:07
MARK MCGREW
CIRCUIT CLERK
LOGAN COUNTY

Re: Persinger & Associates, Inc. v.
Logan County Board of Education and
Williamson Shriver Architects, Inc.
Civil Action No. 19-C-21

Dear Mr. McGrew:

Please find enclosed for filing in the above-referenced matter ***Defendant Logan County Board of Education's Answer to Verified Complaint and Counterclaim***, along with a Civil Cover Sheet and a check made payable to the Circuit Clerk of Logan County in the amount of \$200.00 for the filing fee of the Counterclaim.

If you have any questions or concerns, please do not hesitate to call. Thank you for your attention to this matter to this matter.

Respectfully yours,

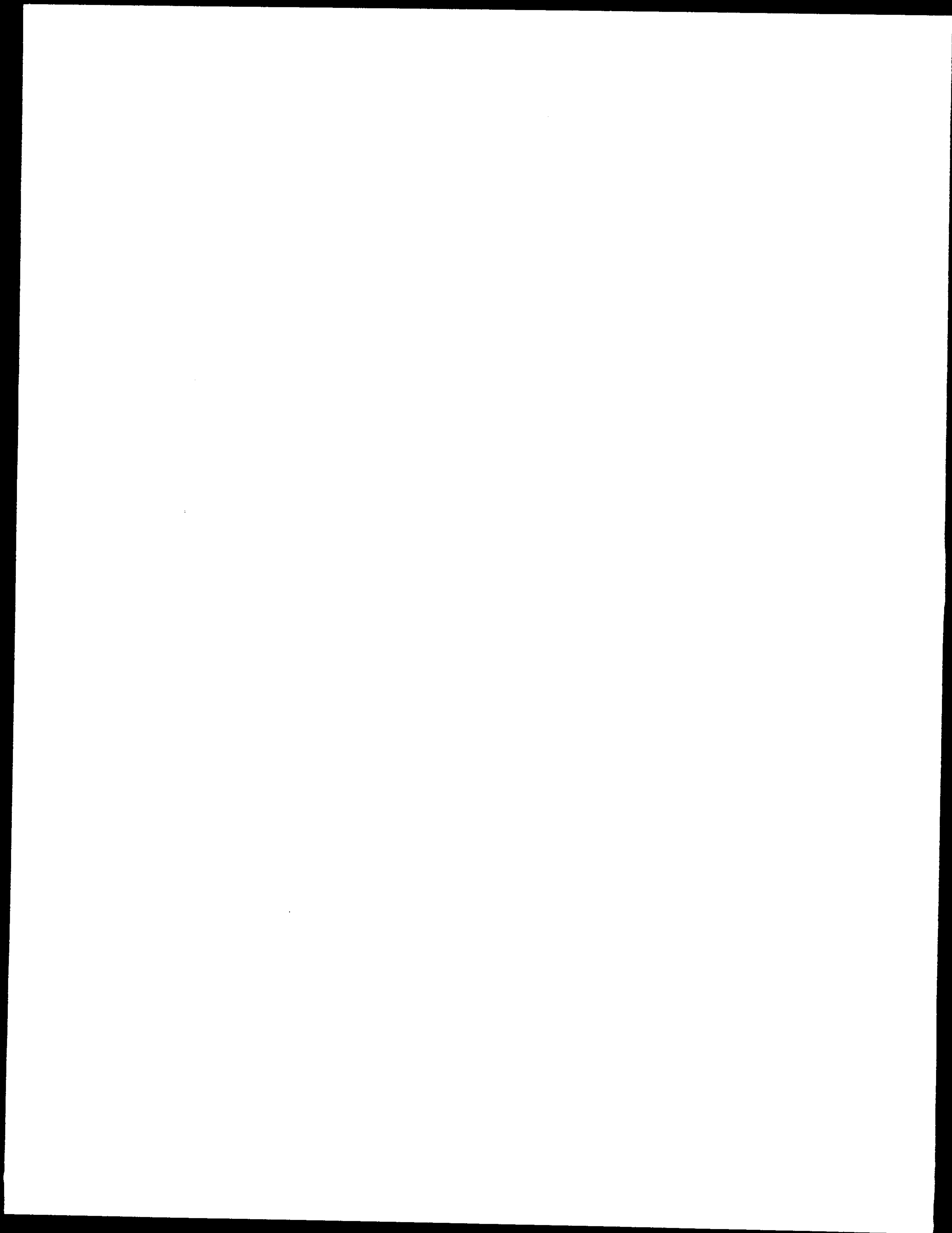
Kenneth E. Webb, Jr.

/cls

Enclosures

cc: (w/enclosures)

Charles M. Johnstone, II, Esquire



CIVIL CASE INFORMATION STATEMENT
In the Circuit Court of Logan County, West Virginia

PLAINTIFF: PERSINGER & ASSOCIATES, INC.

v.

CIVIL ACTION NO.: 19-C-21

DEFENDANTS: LOGAN COUNTY BOARD OF EDUCATION and
WILLIAMSON SHRIVER ARCHITECTS, INC.

II. TYPE OF CASE:

| TORTS | OTHER | CIVIL |
|----------------------------|---------------------------------|--------------------------------------------------|
| Asbestos | Adoption | Appeal from Magistrate |
| Professional Malpractice X | Contract/Collection X | Petition for Modification of Magistrate Sentence |
| Personal Injury | Real Property | Miscellaneous Civil |
| Product Liability | Mental Health | Other: |
| Other Tort | Appeal of Administrative Agency | |

III. JURY DEMAND: YES

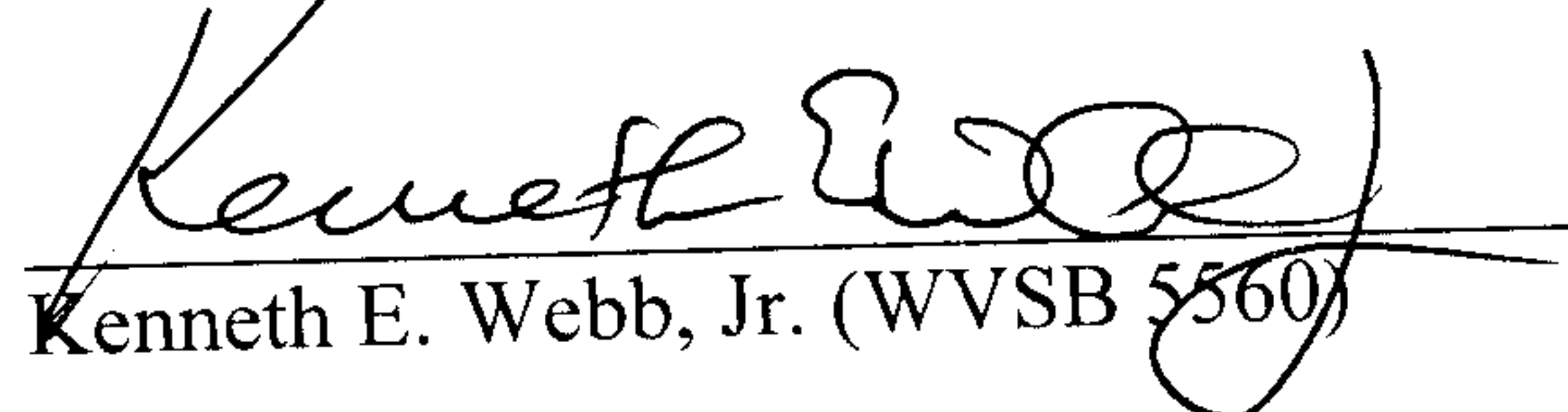
CASE WILL BE READY FOR TRIAL BY (Month/Year): 10 - 2020

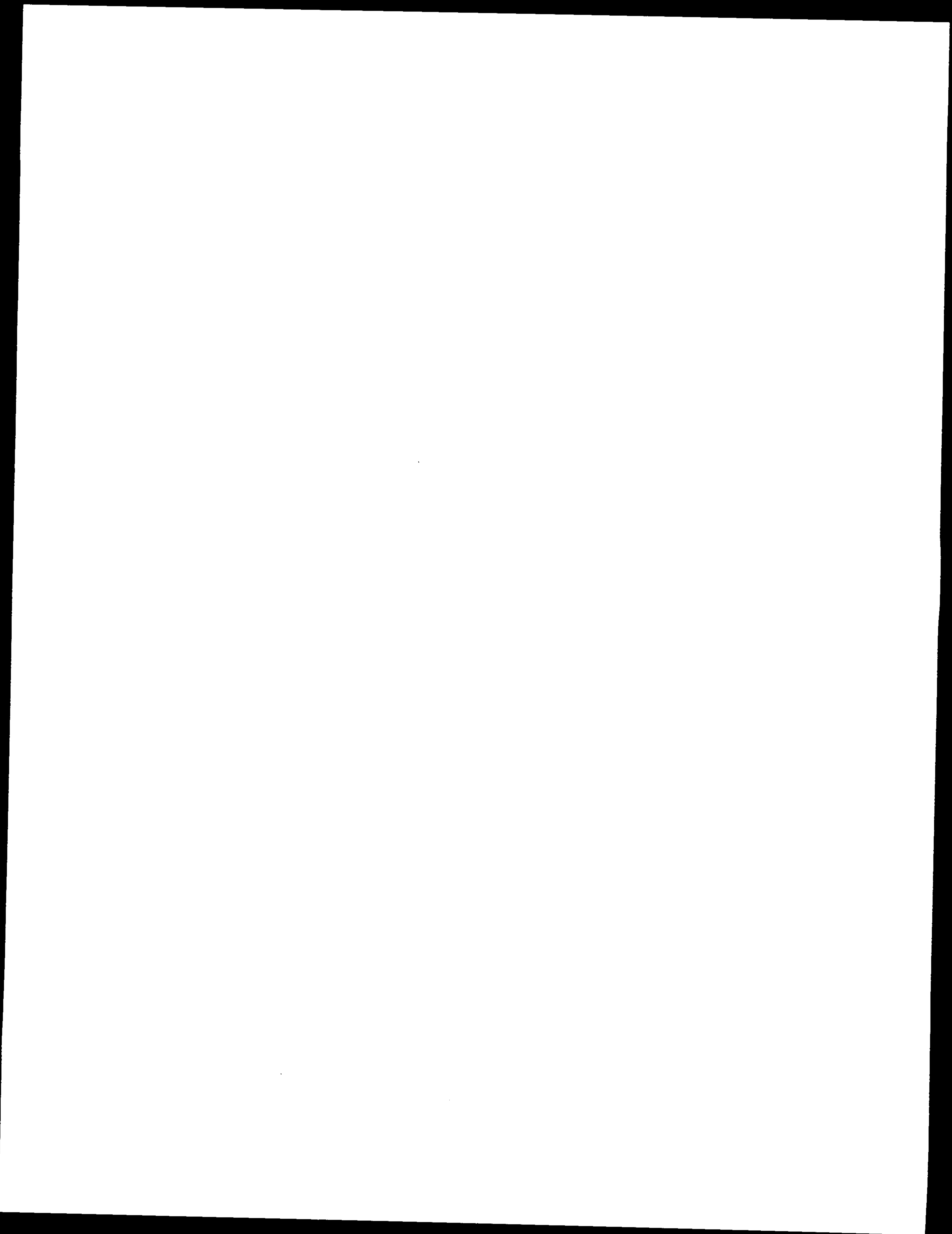
IV. DO YOU OR ANY OF YOUR CLIENTS OR WITNESSES IN THIS CASE REQUIRE SPECIAL ACCOMMODATIONS DUE TO A DISABILITY OR AGE? ☐ YES ☒ NO
IF YES, PLEASE SPECIFY:

- ☐ Wheelchair accessible hearing room and other facilities
- ☐ Interpreter of another auxiliary aid for the hearing impaired
- ☐ Reader or other auxiliary aid for the visually impaired
- ☐ Spokesperson or other auxiliary aid for the speech impaired
- ☐ Other: _____

Attorney Name: Kenneth E. Webb, Jr. (WVSB 5560)
Firm: Bowles Rice LLP
Address: P. O. Box 1386, Charleston, West Virginia 25325-1386
Representing: Defendant, Logan County Board of Education

Date: March 27, 2019


Kenneth E. Webb, Jr. (WVSB 5560)



IN THE CIRCUIT COURT OF LOGAN COUNTY, WEST VIRGINIA

PERSINGER & ASSOCIATES, INC.,
a West Virginia Corporation,

Plaintiff,

v.

LOGAN COUNTY BOARD OF EDUCATION, and
WILLIAMSON SHRIVER ARCHITECTS, INC.
a West Virginia Corporation,

Defendants.

Civil Action No. 19-C-21
Judge: O'Briant

RECEIVED & FILED
2019 APR - 1 P 2:08
MAINTENANCE
CLERK
LOGAN COUNTY

**Defendant Logan County Board of Education's
Answer to Verified Complaint and Counterclaim**

Defendant Logan County Board of Education ("Logan BOE"), by counsel, respectfully responds to Plaintiff's Verified Complaint ("Complaint") filed in the above-referenced action as follows:

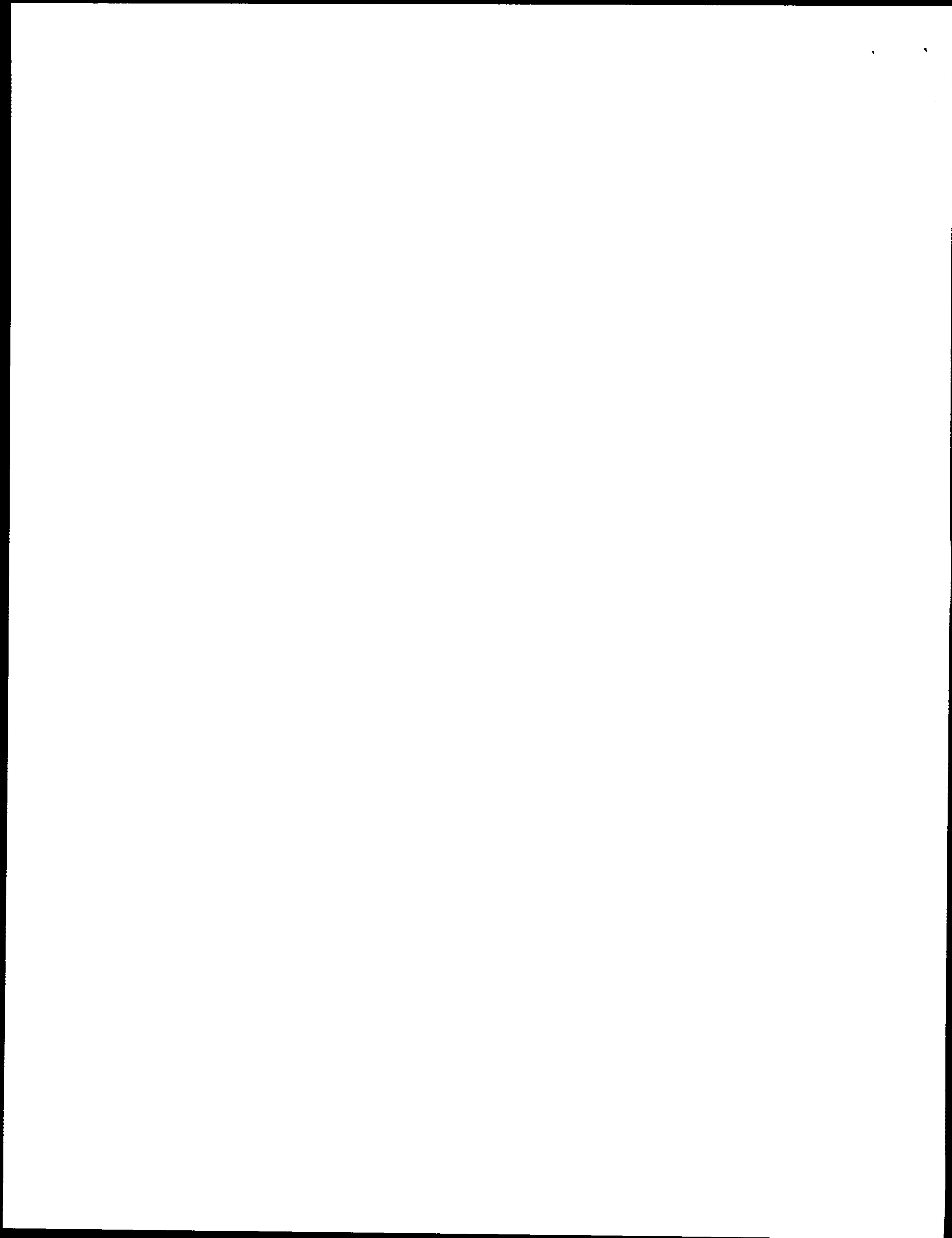
First Defense

Plaintiff's Complaint fails to state a claim upon which relief can be granted pursuant to Rule 12(b)(6) of the West Virginia Rules of Civil Procedure.

Second Defense

In response to the specific averments and allegations in Plaintiff's Complaint, the Logan Co. BOE states as follows:

1. Upon information and belief, the Logan Co. BOE admits the allegations contained in paragraph 1 of Plaintiff's Complaint.
2. The Logan Co. BOE admits the allegations contained in paragraph 2 of Plaintiff's Complaint.
3. Upon information and belief, the Logan Co. BOE admits the allegations contained in paragraph 3 of Plaintiff's Complaint.
4. Paragraph 4 of Plaintiff's Complaint states legal conclusions to which no responsive pleading is required. To the extent a responsive pleading is required, the Logan Co.



BOE denies the allegations contained in paragraph 4 of Plaintiff's Complaint and demands strict proof thereof.

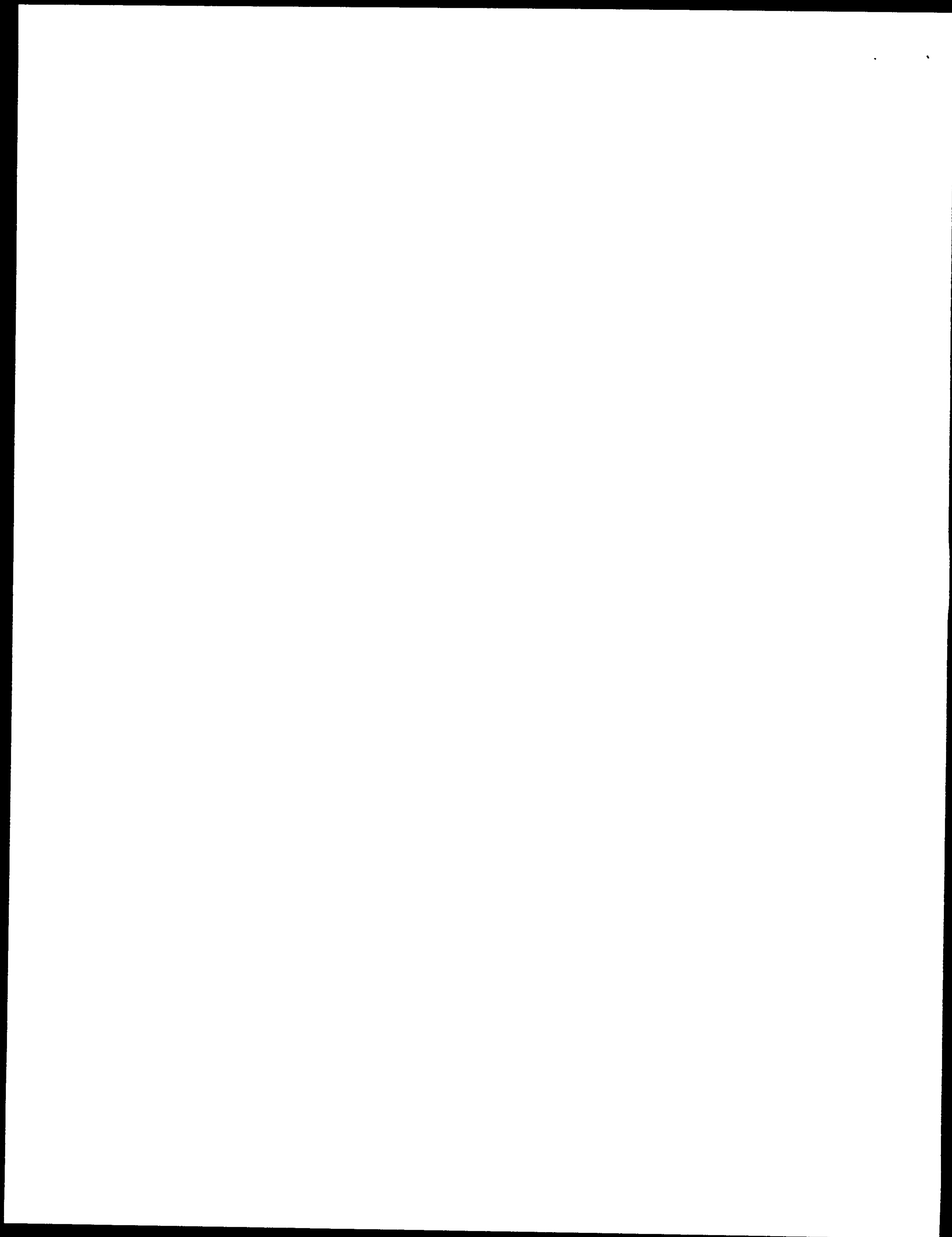
5. In response to paragraph 5 of Plaintiff's Complaint, the Logan Co. BOE states that the solicitation for bids referred to in paragraph 5 of Plaintiff's Complaint speaks for itself. To the extent the allegations contained in paragraph 5 of Plaintiff's Complaint characterizes the solicitation for bids in any manner inconsistent with the written solicitation, the Logan Co. BOE denies the allegations and demands strict proof thereof.

6. In response to paragraph 6 of Plaintiff's Complaint, the Logan Co. BOE admits that Defendant Williamson Shriver Architects, Inc. (hereinafter "Williamson Shriver") was the architect on the Project. Further answering, the Logan Co. BOE states that it entered into a written contract with Williamson Shriver and that such written contract speaks for itself and is the best evidence of the duties and responsibilities of Williamson Shriver for the Project. To the extent the allegations contained in paragraph 6 of Plaintiff's Complaint characterizes the duties and responsibilities of Williamson Shriver in any manner inconsistent with the written contract, the Logan Co. BOE denies the allegations and demands strict proof thereof.

7. In response to paragraph 7 of Plaintiff's Complaint, the Logan Co. BOE states that the solicitation for bids referred to in paragraph 7 of Plaintiff's Complaint speaks for itself. To the extent the allegations contained in paragraph 7 of Plaintiff's Complaint characterizes the solicitation for bids in any manner inconsistent with the written solicitation, the Logan Co. BOE denies the allegations and demands strict proof thereof.

8. In response to paragraph 8 of Plaintiff's Complaint, the Logan Co. BOE admits that PCS & Manage, LLC (hereinafter "PCS") was initially hired as the construction manager for the Project. Further answering, the Logan Co. BOE states that it entered into a written contract with PCS and that such written contract speaks for itself and is the best evidence of the duties and responsibilities of PCS for the Project. To the extent the allegations contained in paragraph 8 of Plaintiff's Complaint characterizes the duties and responsibilities of PCS in any manner inconsistent with the written contract, the Logan Co. BOE denies the allegations and demands strict proof thereof.

9. The Logan Co. BOE lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 9 of Plaintiff's Complaint and demands strict proof thereof.



10. The Logan Co. BOE lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 10 of Plaintiff's Complaint and demands strict proof thereof.

11. In response to paragraph 11 of Plaintiff's Complaint, the Logan Co. BOE states that the contract referred to in paragraph 11 of Plaintiff's Complaint speaks for itself. To the extent the allegations contained in paragraph 11 of Plaintiff's Complaint characterizes the contract in any manner inconsistent with the contract, the Logan Co. BOE denies the allegations and demands strict proof thereof.

12. In response to paragraph 12 of Plaintiff's Complaint, the Logan Co. BOE states that the contract referred to in paragraph 12 of Plaintiff's Complaint speaks for itself. To the extent the allegations contained in paragraph 12 of Plaintiff's Complaint characterizes the contract in any manner inconsistent with the contract, the Logan Co. BOE denies the allegations and demands strict proof thereof.

13. The Logan Co. BOE denies the allegations contained in paragraph 13 of Plaintiff's Complaint and demands strict proof thereof.

14. The Logan Co. BOE denies the allegations contained in paragraph 14 of Plaintiff's Complaint and demands strict proof thereof.

15. The Logan Co. BOE denies the allegations contained in paragraph 15 of Plaintiff's Complaint and demands strict proof thereof.

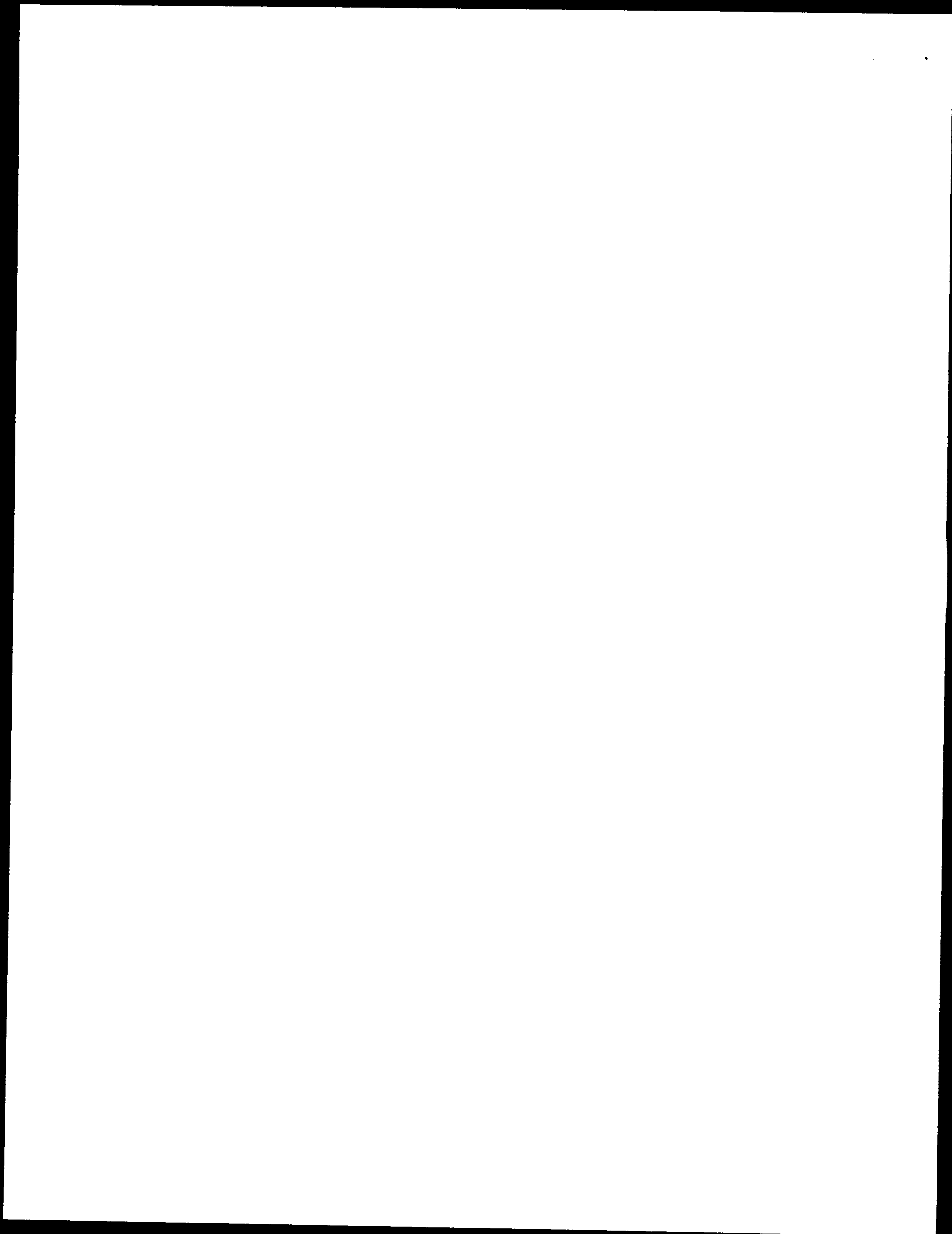
16. The Logan Co. BOE denies the allegations contained in paragraph 16 of Plaintiff's Complaint and demands strict proof thereof. Further answering, the Logan Co. BOE denies the implication, if there be any, it was responsible for the so-called "standstill."

17. The Logan Co. BOE denies the allegations contained in paragraph 17 of Plaintiff's Complaint and demands strict proof thereof.

18. The Logan Co. BOE denies the allegations contained in paragraph 18 of Plaintiff's Complaint and demands strict proof thereof.

19. The Logan Co. BOE denies the allegations contained in paragraph 19 of Plaintiff's Complaint and demands strict proof thereof.

20. The Logan Co. BOE denies the allegations contained in paragraph 20 of Plaintiff's Complaint and demands strict proof thereof.



21. The Logan Co. BOE denies the allegations contained in paragraph 21 of Plaintiff's Complaint and demands strict proof thereof.

22. The Logan Co. BOE denies the allegations contained in paragraph 22 of Plaintiff's Complaint and demands strict proof thereof.

23. The Logan Co. BOE denies the allegations contained in paragraph 23 of Plaintiff's Complaint and demands strict proof thereof.

24. In response to paragraph 24 of Plaintiff's Complaint, the Logan Co. BOE admits that the Project fell behind schedule. Further answering, the Logan CO. BOE denies the implication in the remaining allegations of paragraph 24 of Plaintiff's Complaint, if there be any, that Plaintiff was not responsible for delaying the work of the other multiple prime trade contractors on the Project.

25. The Logan Co. BOE denies the allegations contained in paragraph 25 of Plaintiff's Complaint and demands strict proof thereof.

26. The Logan Co. BOE denies the allegations contained in paragraph 26 of Plaintiff's Complaint and demands strict proof thereof.

27. The Logan Co. BOE denies the allegations contained in paragraph 27 of Plaintiff's Complaint and demands strict proof thereof.

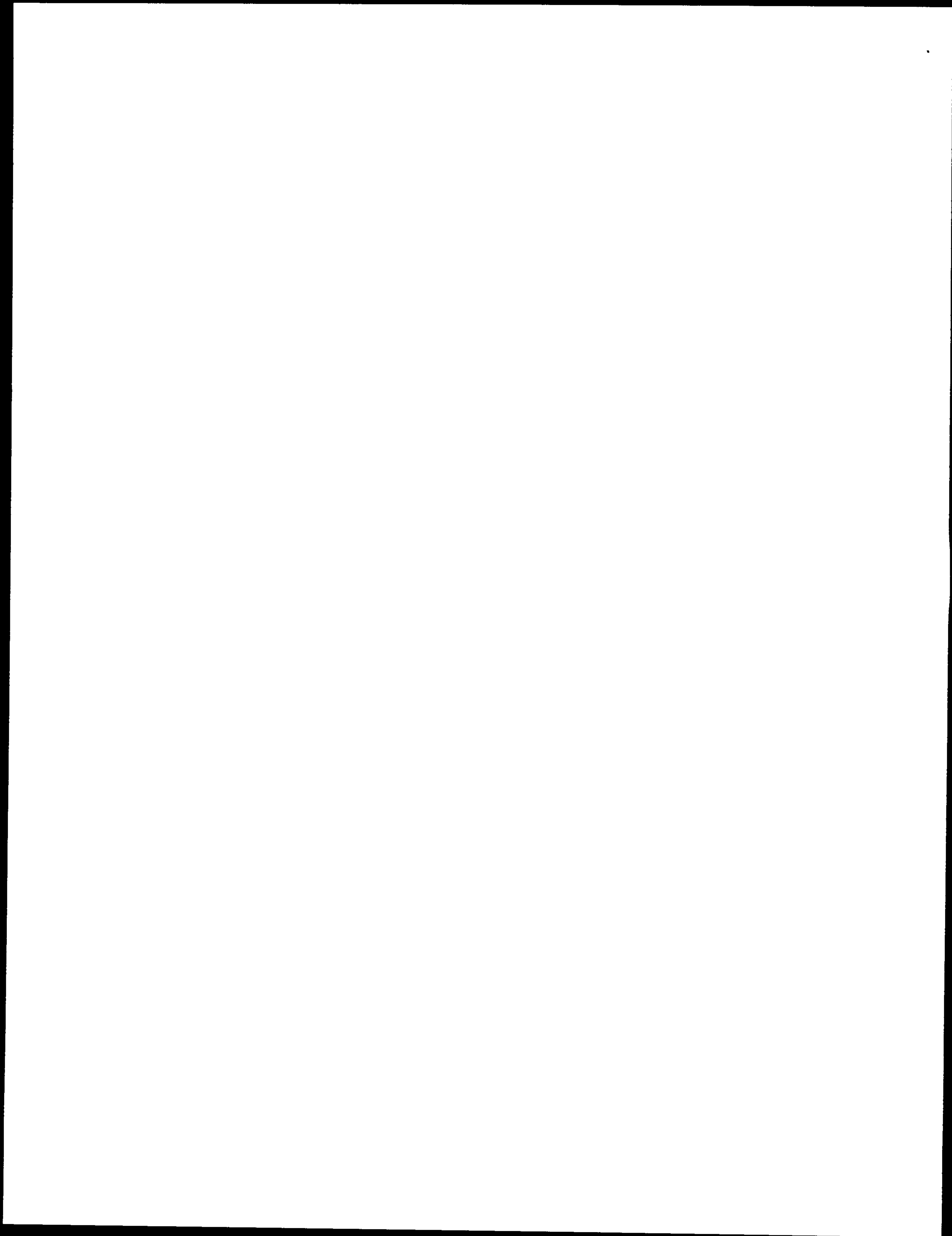
28. The Logan Co. BOE denies the allegations contained in paragraph 28 of Plaintiff's Complaint and demands strict proof thereof.

29. The Logan Co. BOE denies the allegations contained in paragraph 29 of Plaintiff's Complaint and demands strict proof thereof.

30. The Logan Co. BOE denies the allegations contained in paragraph 30 of Plaintiff's Complaint and demands strict proof thereof.

31. The Logan Co. BOE denies the allegations contained in paragraph 31 of Plaintiff's Complaint and demands strict proof thereof.

32. The Logan Co. BOE denies the allegations contained in paragraph 32 of Plaintiff's Complaint and demands strict proof thereof.



COUNT I: BREACH OF CONTRACT AGAINST DEFENDANT LOGAN COUNTY BOARD OF EDUCATION

33. In response to paragraph 33 of Plaintiff's Complaint, the Logan Co. BOE incorporates by reference each and every response to the allegations in paragraphs 1 through 32 of Plaintiff's Complaint as if set forth herein verbatim.

34. The Logan Co. BOE denies the allegations contained in paragraph 34 of Plaintiff's Complaint and demands strict proof thereof.

35. The Logan Co. BOE denies the allegations contained in paragraph 35 of Plaintiff's Complaint -- including all subparts -- and demands strict proof thereof.

36. The Logan Co. BOE denies the allegations contained in paragraph 36 of Plaintiff's Complaint and demands strict proof thereof.

37. The Logan Co. BOE denies the allegations contained in paragraph 37 of Plaintiff's Complaint -- including all subparts -- and demands strict proof thereof.

38. The Logan Co. BOE denies the allegations contained in paragraph 38 of Plaintiff's Complaint and demands strict proof thereof.

39. The Logan Co. BOE denies the allegations contained in paragraph 39 of Plaintiff's Complaint and demands strict proof thereof.

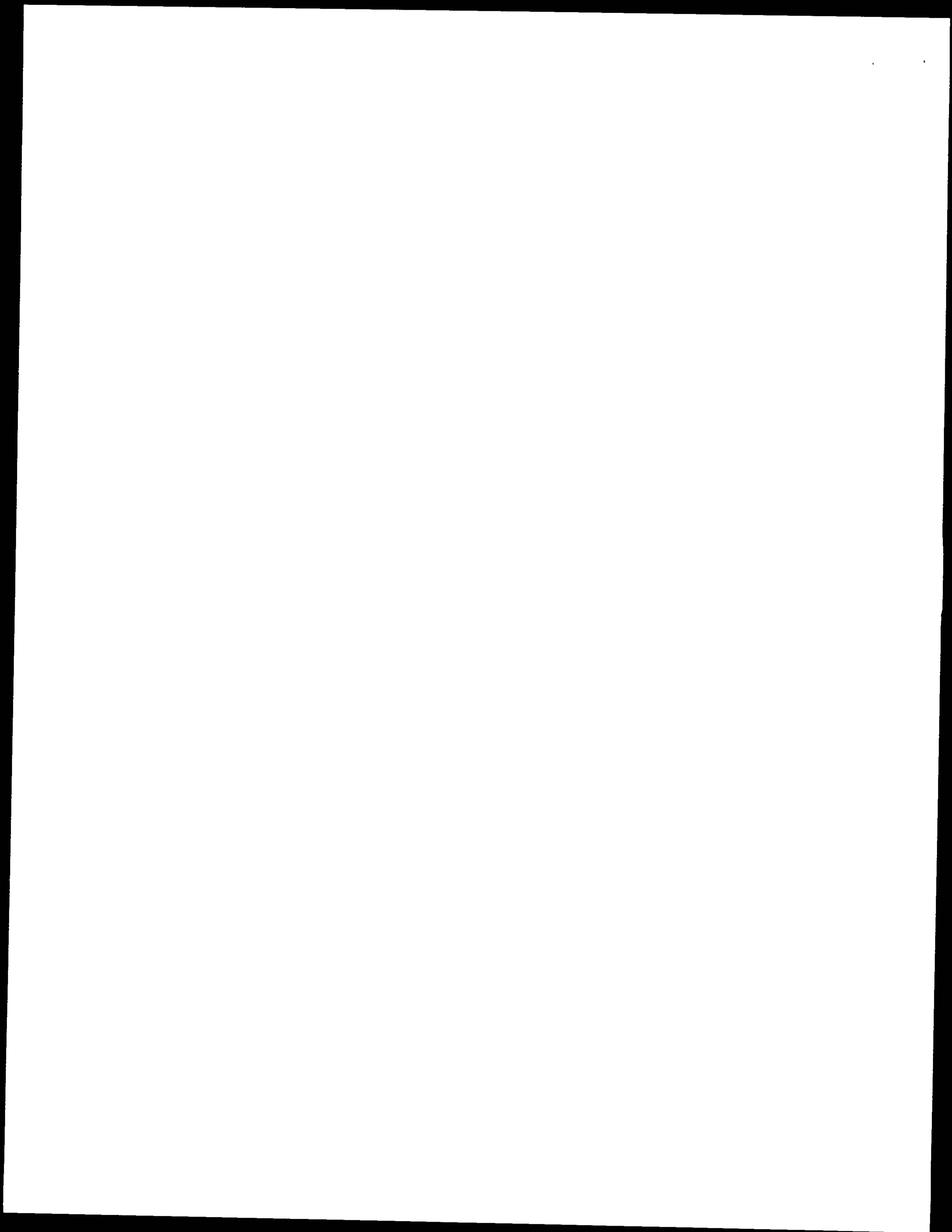
Count II: NEGLIGENCE AGAINST DEFENDANT, WILLIAMSON SHRIVER ARCHITECTS, INC.

40. In response to paragraph 40 of Plaintiff's Complaint, the Logan Co. BOE incorporates by reference each and every response to the allegations in paragraphs 1 through 39 of Plaintiff's Complaint as if set forth herein verbatim.

41. Paragraph 41 of Plaintiff's Complaint states legal conclusions to which no responsive pleading is required. To the extent a responsive pleading is required, the Logan Co. BOE denies the allegations contained in paragraph 41 of Plaintiff's Complaint and demands strict proof thereof.

42. The Logan Co. BOE denies the allegations contained in paragraph 42 of Plaintiff's Complaint -- including all subparts -- and demands strict proof thereof.

43. The Logan Co. BOE denies the allegations contained in paragraph 43 of Plaintiff's Complaint and demands strict proof thereof.



44. The Logan Co. BOE denies the allegations contained in paragraph 44 of Plaintiff's Complaint and demands strict proof thereof.

Third Defense

Plaintiff's claims against the Logan Co. BOE are barred by Plaintiff's material breach of its contractual obligations owed to the Logan Co. BOE.

Fourth Defense

Plaintiff's claims against the Logan Co. BOE are waived.

Fifth Defense

Plaintiff, by its conduct, is estopped from asserting claims against the Logan Co. BOE.

Sixth Defense

Plaintiff's damages are the result of Plaintiff's own failure to manage and prosecute the work.

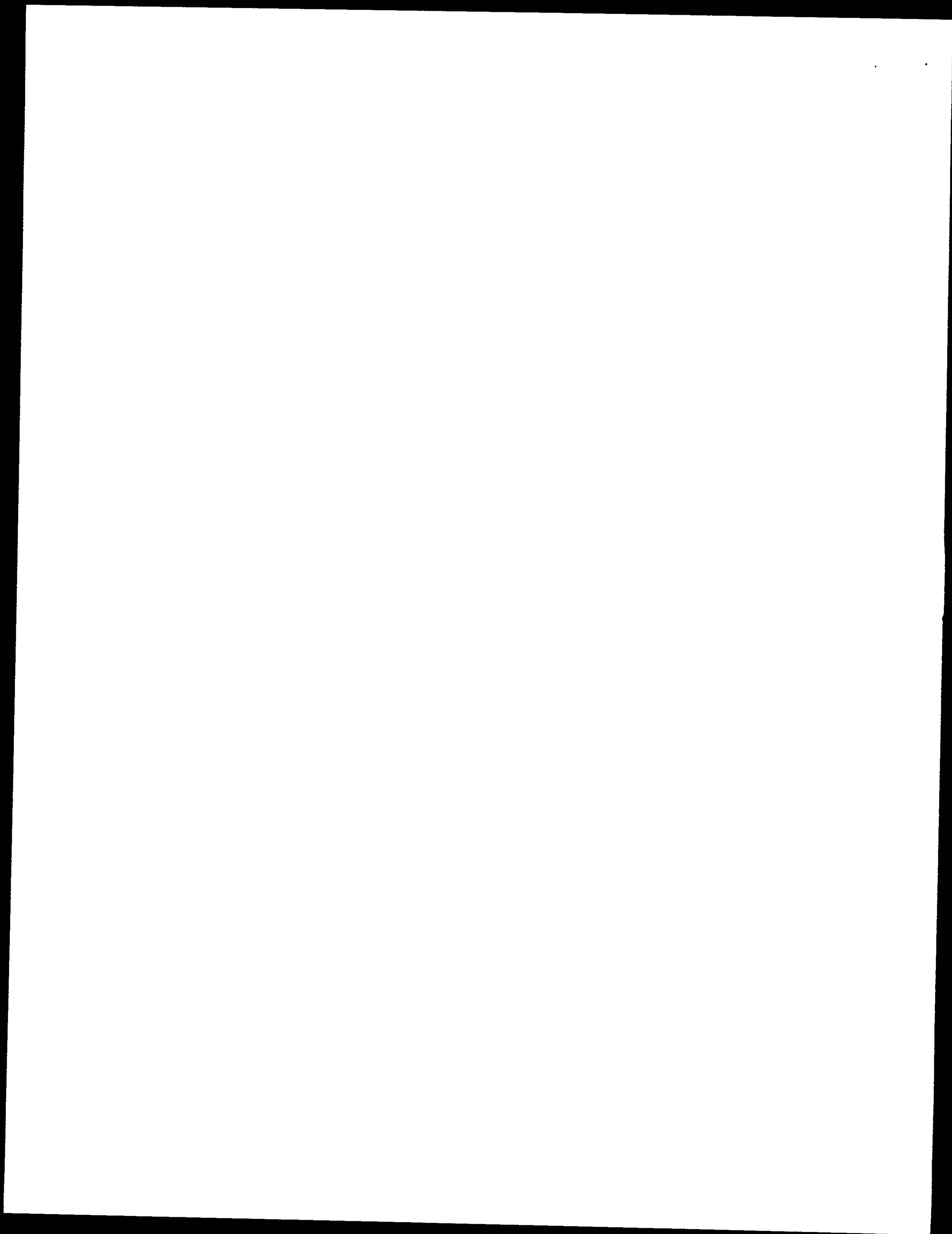
Seventh Defense

Plaintiff expressly assumed the risk of extra costs incurred to meet the Project deadlines.

Eighth Defense

The Logan Co. BOE reserves the right to assert additional affirmative defenses – including those set out in Rule 8(c) of the West Virginia Rules of Civil Procedure and any other matter constituting an avoidance warranted by further investigation and discovery.

WHEREFORE, Defendant Logan County Board of Education hereby demands that the claims filed against it be dismissed, with prejudice, and that it be awarded any such other and further relief as the Court deems appropriate including its costs and attorneys' fees.

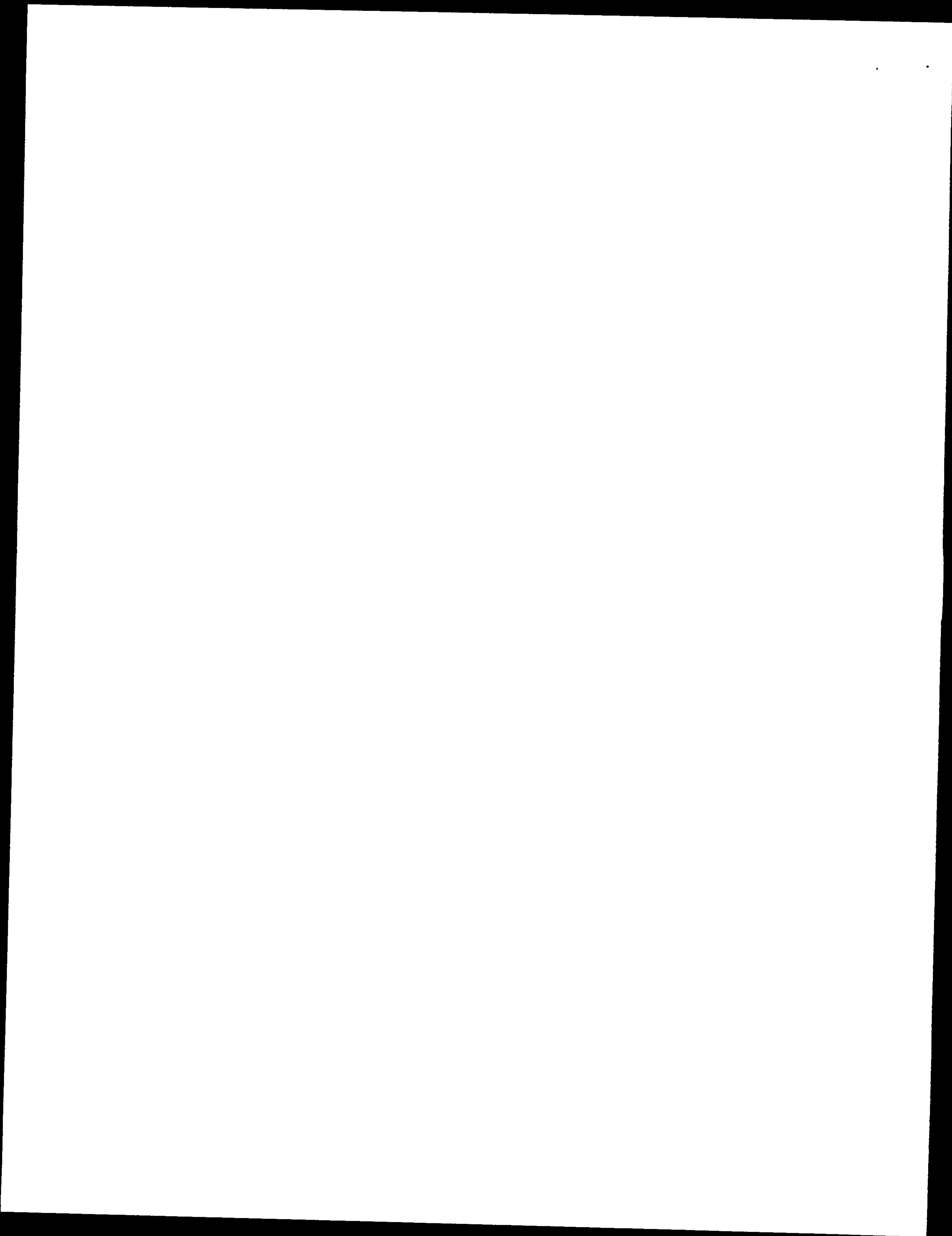


Counterclaim

For its counterclaim against Plaintiff, the Logan Co. BOE states as follows:

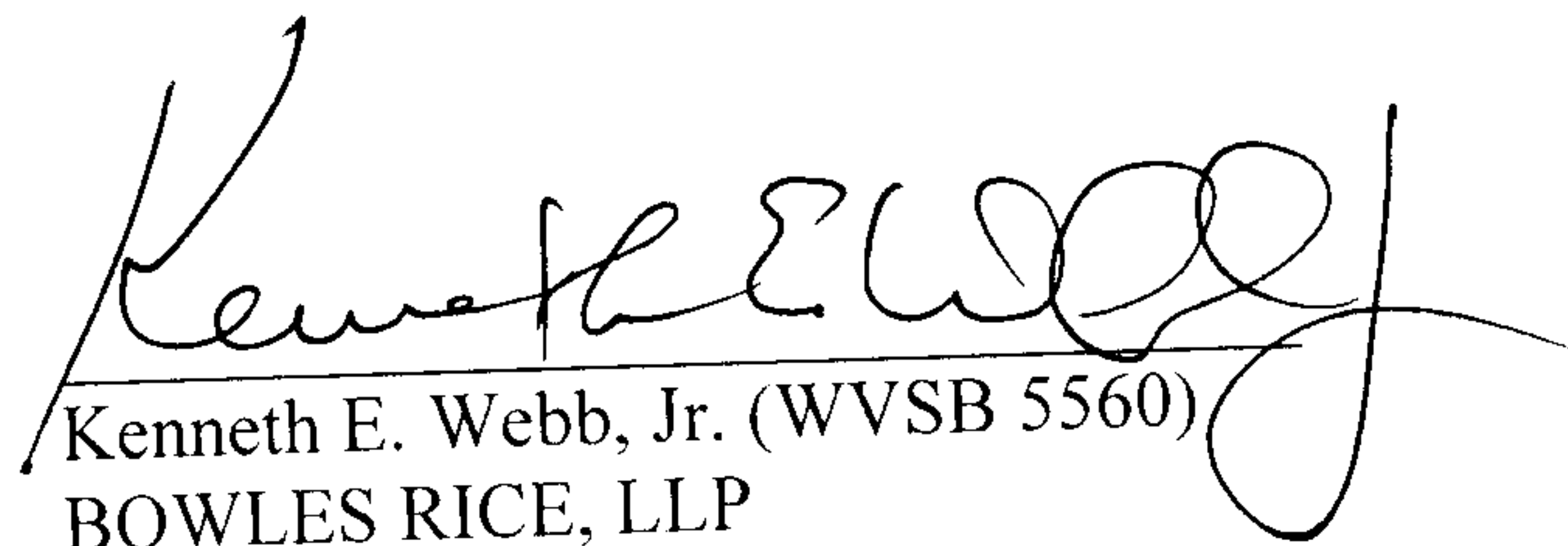
1. Plaintiff owed the Logan Co. BOE an obligation to finish the Project according to the Project's contracts, drawings, plans and specifications.
2. Plaintiff owed the Logan Co. BOE an obligation to finish the project in the time provided in the contract documents.
3. Plaintiff owed the Logan Co. BOE an obligation to manage the Project to assure that the construction was in compliance with the Project's contracts, drawings, plans and specifications and was timely completed.
4. Plaintiff breached each of the aforementioned obligations by failing to finish and construct the Project in accordance with the Project's contracts, drawings, plans and specifications and by failing to timely complete the Project.
5. At no time did the Logan Co. BOE or any of its employees or agents interfere with or delay Plaintiff's performance of its work on the Project.
6. As a direct, proximate and foreseeable result of Plaintiff's breaches, the Logan Co. BOE suffered damages – including liquidated damages expressly provided for in the contract documents – in excess of the jurisdictional limits of this Court.

WHEREFORE, Defendant Logan County Board of Education hereby demands damages from Plaintiff on its counterclaim, along with pre and post judgment interest, and that it be awarded any such other and further relief as the Court deems appropriate including its costs and attorneys' fees.



BOARD OF EDUCATION OF THE
COUNTY OF LOGAN, WEST VIRGINIA
a/k/a LOGAN COUNTY BOARD OF
EDUCATION,

By Counsel,

A handwritten signature in black ink, appearing to read "Kenneth E. Webb, Jr.", is written over a horizontal line.

Kenneth E. Webb, Jr. (WVSB 5560)
BOWLES RICE, LLP
600 Quarrier Street
Post Office Box 1386
Charleston, West Virginia 25325-1386
(304) 347-1100

IN THE CIRCUIT COURT OF LOGAN COUNTY, WEST VIRGINIA

PERSINGER & ASSOCIATES, INC.,
a West Virginia Corporation,

Plaintiff,

v.

Civil Action No. 19-C-21

Judge: O'Briant

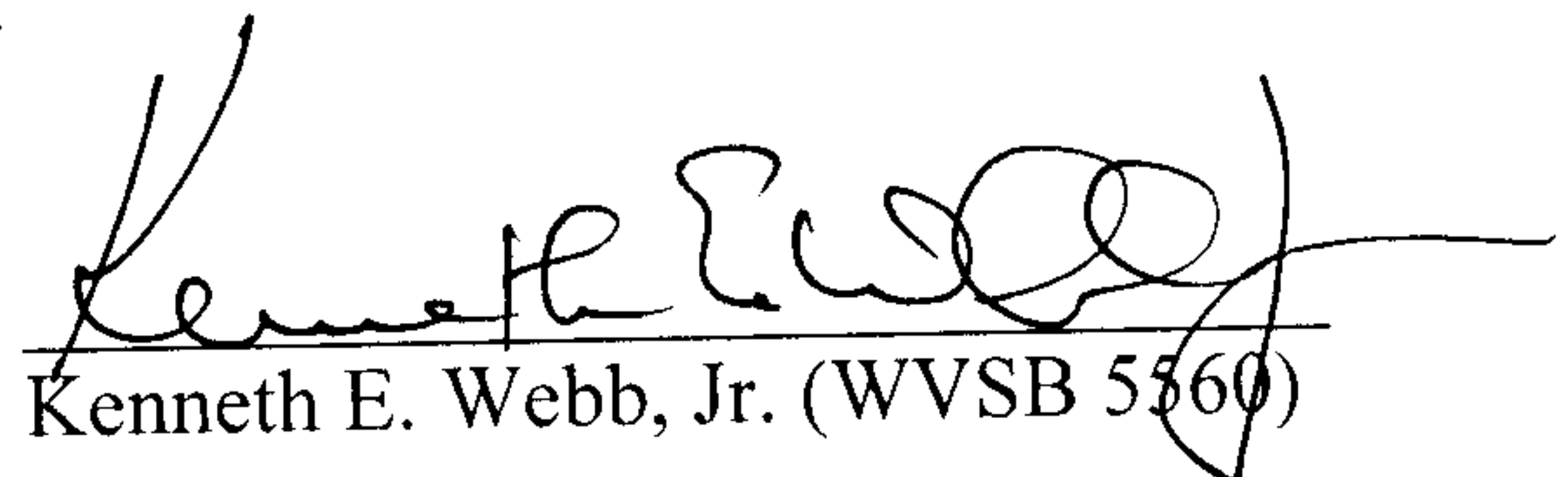
LOGAN COUNTY BOARD OF EDUCATION, and
WILLIAMSON SHRIVER ARCHITECTS, INC.
a West Virginia Corporation,

Defendants.

Certificate of Service

I, Kenneth E. Webb, Jr., counsel for Logan County Board of Education, hereby certify that on the **27th day of March, 2019**, I served a true and exact copy of the foregoing *Defendant Logan County Board of Education's Answer to Verified Complaint and Counterclaim* via U.S. Mail upon counsel of record as indicated:

Charles M. Johnstone, II, Esquire
Johnstone & Gabhart, LLP
Post Office Box 313
Charleston, West Virginia 25321
Counsel for Plaintiff


Kenneth E. Webb, Jr. (WVSB 5360)

The first part of the paper discusses the importance of maintaining accurate records of all transactions. It is essential for the business to have a clear and concise record of all income and expenses. This will help in the preparation of the tax return and in the event of an audit.

The second part of the paper discusses the importance of keeping up to date with the latest tax laws and regulations. Tax laws are constantly changing, and it is important to stay informed of these changes to ensure that the business is in compliance with the law.

The third part of the paper discusses the importance of having a good relationship with the tax authorities. It is important to communicate with the tax authorities and to provide them with all the information they need. This will help to avoid any penalties or fines.

The fourth part of the paper discusses the importance of having a good understanding of the business's financial situation. It is important to know the business's income and expenses, and to be able to calculate the profit. This will help in the preparation of the tax return and in the event of an audit.

The fifth part of the paper discusses the importance of having a good understanding of the business's tax obligations. It is important to know the business's tax obligations and to be able to calculate the tax. This will help in the preparation of the tax return and in the event of an audit.

The sixth part of the paper discusses the importance of having a good understanding of the business's tax credits and deductions. It is important to know the business's tax credits and deductions and to be able to calculate them. This will help in the preparation of the tax return and in the event of an audit.

The seventh part of the paper discusses the importance of having a good understanding of the business's tax liabilities. It is important to know the business's tax liabilities and to be able to calculate them. This will help in the preparation of the tax return and in the event of an audit.

The eighth part of the paper discusses the importance of having a good understanding of the business's tax returns. It is important to know the business's tax returns and to be able to calculate them. This will help in the preparation of the tax return and in the event of an audit.

The ninth part of the paper discusses the importance of having a good understanding of the business's tax records. It is important to know the business's tax records and to be able to calculate them. This will help in the preparation of the tax return and in the event of an audit.

The tenth part of the paper discusses the importance of having a good understanding of the business's tax obligations. It is important to know the business's tax obligations and to be able to calculate them. This will help in the preparation of the tax return and in the event of an audit.